

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** July 7, 2010

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C05-002	AT&T Mobility Larry Lafferty	None
11	C08200-01	Vandermost Consulting Services, Inc. Julie Vandermost	Environ Carol Sterling PCR Steve Nelson

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

13	C08050-01	T.Y. Lin International <i>Garry Antonucci</i>	Associated Engineers/ Parsons Brinkerhoff <i>Jim Imborski</i> Parsons Corporation <i>Andy Cheah</i> Paragon Partners <i>Jim Rushing</i> Birge Engineering <i>Steve Frieson</i> Earth Mechanics, Inc. <i>Lino Cheang</i> Lynn Capouya, Inc. <i>Lynn Capouya</i>
18	C10-081	Roy & Dot's Truck Specialties, Inc. DK&J Enterprises, Inc. d/b/a Roy & Dot's Towing <i>David McClure</i>	None
21	C10079-01	HDR Engineering, Inc. <i>Rob Klovsky</i>	Birge Engineering, Inc. <i>Steve Frieson</i> David Evans & Assoc., Inc. <i>Siegfried Fassmann</i> Ecco Consulting <i>Mary Bellicini</i> Epic Land Solutions <i>James Overcamp</i> Group Delta Consultants, Inc. <i>Michael Reader</i> Gruen Associates <i>Elaine Carbre</i> Hatch Mott MacDonald <i>Don Dali</i> Hexagon Transportation Consultants, Inc. <i>Eric Bierce</i> ICF Jones & Stokes <i>Tony DeJulio</i> Iteris, Inc. <i>Steve Greene</i> Pacific Railway Enterprises, Inc. <i>Jim Hirsch</i> Project Design Consultants, Inc. <i>Rex Plummer</i> SAF-r-DIG Utility Surveys, Inc. <i>Donald Whitman</i> Westbound Communications, Inc. <i>Carrie Gilbreath</i> Cambridge Systematics <i>Eric Bierce</i>

23	C11005	Kathleen Murphy-Perez <i>Kathleen Murphy-Perez</i>	None
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***Financial Impact:*** This item has no direct impact on the SANBAG budget.

***Reviewed By:*** This item is prepared monthly for review by SANBAG Board and Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

XName	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X		X	X	X	X	X						
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X		X	X	X						
<b>Paul Biane</b> Board of Supervisors	X	X	X	X		X							
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X	X	X						
<b>Neil Derry</b> Board of Supervisors	X	X	X	X	X	X	X						
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X	X	X						
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X							
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X	X	X						
<b>Bill Jahn</b> City of Big Bear Lake	X		X	X	X		X						
<b>Dennis Yates</b> City of Chino	X		X	X	X	X	X						
<b>Gwenn Norton-Perry</b> City of Chino Hills	X	X	X	X	X	X	X						
<b>Ed Graham</b> City of Chino Hills	X	X	X	X	X	X	X						
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X						
<b>Mark Nuaimi</b> City of Fontana	X	X	X		X	X	X						
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X	X						

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

XName	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mike Leonard</b> City of Hesperia	X	X	X	X	X	X	X						
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X						
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X	X	X	X	X						
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X	X	X						
<b>Jeff Williams</b> City of Needles	X		X	X	X	X	X						
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X						
<b>Diane Williams</b> City of Rancho Cucamonga	X		X	X	X	X	X						
<b>Pat Gilbreath</b> City of Redlands	X		X	X	X	X	X						
<b>Ed Scott</b> City of Rialto	X	X	X	X	X	X	X						
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X	X	X						
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X						
<b>John Pomierski</b> City of Upland	X	X	X	X	X	X	X						
<b>Ryan McEachron</b> City of Victorville	X		X	X	X	X	X						
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X						
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X	X	X						
<b>Ray Wolfe</b> Ex-Official Member	X		X	X	Syed Raza	X	X						

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X			X	X		X	X	X	X	X	X	X
<b>Paul Biane</b> Board of Supervisors	X		X	X			X	X	X		X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X		X	X		X		X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X			X	X		X	X	X
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X		X	X		X	X	X		X		X

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
<b>Jeff Williams</b> City of Needles	X	X		X	X		X	X	X	X		X	
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
<b>Ed Scott</b> City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X	X	X	X			X	X
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X		X
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** July 7, 2010

**Subject:** May 2010 Procurement Report

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of May 2010.

**Financial Impact:** This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was reviewed and received by the Administrative Committee on June 9, 2010.

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



## May 2010 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
RCMS #			EDEN	\$
EDEN #				
10210	03/15/10	CSU San Bernardino Foundation	2010 Inland Empire Survey Sponsorship	20,000.00
4000350				
10236	04/29/10	Elrod Fence Company	Ornamental Fence at State/University Grade Separation	8,820.00
4000353				
<b>Total</b>				<b>\$28,820.00</b>

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## *Minute Action*

AGENDA ITEM: 4

**Date:** July 7, 2010

**Subject:** County of San Bernardino Standard Contract to Provide Accounts Payable/General and Fund Accounting, Payroll and EMACS Services

**Recommendation:\*** Approve Contract C10257 with the County of San Bernardino, not to exceed \$250,000, to provide payroll services and other requested accounting services through June 30, 2011. The services provided to SANBAG are to be billed through the County-Wide Cost Allocation Plan (COWCAP).

**Background:** The attached contract authorizes the County to provide SANBAG's accounts payable/general and fund accounting, payroll and EMACS services; ensures that SANBAG maintains a sufficient cash balance to fund the services and allows the County to bill SANBAG for any future system development projects requested.

**Financial Impact:** The estimated County-Wide Cost Allocation Plan for accounts payable/general fund accounting, payroll and EMACS services are included in the proposed 2010/2011 Indirect Cost Allocation Budget, Task No. ISF11.

**Reviewed By:** This item was reviewed by the Administrative Committee on June 9, 2010 and unanimously recommended for approval; and also approved as to form by SANBAG Counsel

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

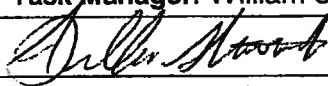
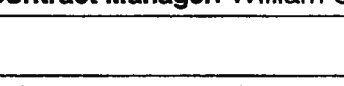


*Witnessed:* \_\_\_\_\_

**SANBAG Contract No. C10257**

by and between County of San Bernardino and San Bernardino Associated Governments  
for Payroll Services and Other Requested Accounting Services

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
X Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>SB CO</u>	Retention: <input type="checkbox"/> Yes ____ % X No	X Original <input type="checkbox"/> Amendment			
Notes: Estimated Amount based on 2010-11 County-Wide Cost Allocation Plan						
Original Contract: \$ <u>250,000</u>	Previous Amendments \$ _____					
	Previous Amendments \$ _____					
	Contingency / Allowance Total: _____					
Contingency / Allowance Amount \$ _____	Current Amendment: \$ _____					
	Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>			<b>\$ <u>250,000</u></b>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
<b>Main Task/Project</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Cost Code/Object</b>	<b>Grant ID/Supplement</b>	<b>Funding Sources/Fund Type (Measure I, STP, CMAQ, etc.)</b>	<b>Amounts for Contract Total or Current Amndmnt Amt</b>
<u>0101</u>	<u>120</u>	<u>000</u>	<u>54650</u>	<u>81001</u>	<u>Admin - General</u>	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/7/10</u>					Contract Start: <u>7/1/10</u>	Contract End: <u>6/30/11</u>
New Amend. Approval (Board) Date: _____					Amend. Start: _____	Amend. End: _____
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>	Fiscal Year: <u>2010/2011</u> \$ <u>250,000.00</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ _____	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
<b>Check all applicable boxes:</b>	
X Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

<b>Task Manager:</b> William Stawarski	<b>Contract Manager:</b> William Stawarski
 Task Manager Signature	 Contract Manager Signature
Date: <u>5/14/10</u>  Chief Financial Officer Signature	Date: <u>5/14/10</u>  Date



County of San Bernardino

FAS

## STANDARD CONTRACT

## FOR COUNTY USE ONLY

<input type="checkbox"/> New	<input type="checkbox"/> Change	<input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number
County Department				Dept.	Orgn.	Contractor's License No.	
Auditor-Controller/Recorder/Treasurer/Tax Collector				AAA	ATC		
Contract Representative				Telephone		Total Contract Amount	
				( ) -		\$	
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				Contract Type			
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
						\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name				Estimated Payment Total by Fiscal Year			
Payroll & Accounting Services				FY	Amount	I/D	FY
For							
Special Districts							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name San Bernardino Associated Governments hereinafter called          District

Address 1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410-1715

Telephone (909) 884-8276 Federal ID No. or Social Security No. 33-0478781

## IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

## Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## 1. INTRODUCTION

(District), the County of San Bernardino (County), and the County of San Bernardino Auditor-Controller/Recorder/Treasurer/Tax Collector (ATC) enter into this agreement seeking to formulate and maintain a cooperative working relationship in which County and ATC will provide accounting and payroll services to District.

## 2. TERM OF THIS AGREEMENT

The term of this agreement is from July 1, 2010 to June 30, 2011, and shall be automatically renewed for successive one-year periods unless otherwise amended or terminated.

## 3. AUDITOR-CONTROLLER/RECORDER/TREASURER/TAX COLLECTOR (ATC) RESPONSIBILITIES

### A. Accounts Payable/General and Fund Accounting

ATC will provide the following services to District:

1. Permit District access to County's financial accounting system (FAS) and reports
2. Process FAS transactions for disbursements, reimbursements, deposits and adjustments to District's fund(s)

### B. Payroll Services

ATC shall provide District with payroll services consistent with the level of services provided in the previous year. Services include:

1. Issuing standard EMACS reports
2. Tax reporting and accounting services as prescribed by the IRS, State Franchise Tax Board, and State Employment Development Department
3. Payroll direct deposits
4. Labor distribution based on input from the District
5. Central files/document/records retention
6. Verification of data integrity and signature authorization, error corrections, reports, and other processes normally associated with these services. The phrase "data integrity" means that documents include all the data needed to post and that all system codes are complete and valid

### C. EMACS Services

EMACS shall provide to District technical and functional support services ("services") necessary to implement pay and/or benefit changes, subject to and conditioned upon the following provisions and limitations:

1. Services shall be provided at the direction of the EMACS Steering Committee, consisting of the Auditor-Controller/Recorder/Treasurer/Tax Collector, Human Resources Director, and Information Services Department Chief Information Officer.
2. Requests for services must be made directly to the EMACS Manager, and received in a timely manner, as provided by the EMACS Steering Committee, in order to be considered for processing.
3. Upon receipt of a request from District for said services, the EMACS team shall review the request, and shall report to District regarding the ability of EMACS to accomplish the requested change, and the estimated cost of services.
4. If the EMACS team concludes that the requested change cannot be accomplished because it goes beyond the ability of EMACS to accommodate the desired change, EMACS will notify District and shall have no obligation to pursue the change.
5. If the EMACS team concludes that the requested change cannot be accomplished because inadequate lead time exists to effect the change within the specified time frame, EMACS shall have no obligation to pursue the

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#### Auditor/Controller-Recorder Use Only

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Input Date	Keyed By

change. If District and EMACS team can agree on a time frame that can be met and will accomplish District's desired interests, then EMACS will effect the change.

6. Services provided by the EMACS team to District pursuant to this provision shall be charged on an actual cost basis (actual hours worked at the current Fee Ordinance hourly rate), and District agrees to pay the costs of each change so requested.
7. If, during any system upgrade, additional EMACS team work is required to maintain or modify any change made for District pursuant to this provision, then District shall pay for that additional work on the same basis on which the original change was accomplished.
8. Any additional programming services for changes not included in the services provided by the EMACS team will be billed separately by the Information Services Department.

#### ***D. Additional Accounting and Auditing Services***

Any accounting and auditing services not addressed in this contract will be performed only upon request and will be charged to District at the rate contained in the current Fee Ordinance on file with Clerk of the Board. Unless otherwise stated in this agreement, the costs for these services will be based on actual hours worked at the rates contained in the Fee Ordinance. Any additional services requested by District will be billed directly by ATC.

#### ***E. Exclusions***

Notwithstanding the previous paragraphs, pursuant to District direction and as a consequence of District transferring accounting information from the County's financial accounting system, District and ATC agree that the following services are not included in this agreement:

1. Reviewing, auditing and/or processing:
  - a) Cash difference replenishments and petty cash replenishments
  - b) Travel expenditure reimbursement claims and other claims for payment
  - c) Payments for memberships and registrations
2. Providing and maintaining ATC VISA cards
3. Issuing County fixed asset tags and related fixed asset reporting
4. Detecting and investigating fraud and/or cash losses
5. Developing personnel billing rates/indirect cost rate proposals (ICRPs)
6. Audited financial statements. District acknowledges that as a separate legal entity from County, District is not included within the audited financial statements of County.

#### ***F. Authority***

The Auditor-Controller/Recorder/Treasurer/Tax Collector of San Bernardino County shall have the right to exercise the County's authority under this contract including the right to give notice of termination on behalf of the County at his sole discretion.

### **4. DISTRICT RESPONSIBILITIES**

#### ***A. Cash and Investments***

1. Depository

District agrees to ensure that it shall maintain its payroll fund so that the fund has a positive balance at all times.

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## 2. Cash Deficit

District agrees that any cash deficit in said fund resulting from the provision of services under this contract and its predecessor agreements shall be charged interest at the rate of 10%.

District agrees that any cash deficit may be cause for termination of this agreement, including cessation of County payroll and accounting services to District, and termination of the District's voluntary depositor status in the County Treasury Pool. County shall give 90 days advance notice of termination. If a cash deficit occurs, District agrees to deposit sufficient funds in its account within 72 hours of receipt of written notice (email) from the County. Once the 90 days notice of termination has been issued, County will require a sufficient balance in the District's fund two working days prior to the Friday confirmation of payroll preceding a scheduled pay day. County will not be required to process the District's payroll unless sufficient funds are on deposit in the County Treasury Pool.

### **B. Employer Identification Numbers**

1. District is required to provide its Federal Employer Identification Number (FEIN) and State Employer Identification Numbers (SEIN) to the ATC for reporting social security, Medicare, unemployment insurance, employment training, State Disability Insurance, and personal income tax withholding.
2. District is required to complete Internal Revenue Services Form 2678 appointing County as its tax reporting, depositing, and paying agent.

### **C. Audited Financial Statements**

District is required to provide ATC annually with its audited financial statements within twelve months of the fiscal year under examination in accordance with Government Code 26909(2).

### **C. Funding**

1. District agrees to fully fund its account in the County Treasury Pool for the payment of all payroll salary and benefit costs for District employees.
2. District understands and agrees that County is under no obligation to process its payroll if District has insufficient cash in County Treasury Pool to cover its payroll costs. If insufficient funds are on deposit in District's account to fully fund payroll for all District employees, County reserves the right to pay only those employees for which there are sufficient funds available, beginning with the lowest paid employees.
3. At ATC's discretion, other disbursement services may be interrupted or suspended if District's funds in the County Treasury Pool are insufficient. District assumes all liability for interrupted disbursement services if inadequate deposits are available.
4. District shall maintain 110% of the previous fiscal year's service cost billing on deposit in the County Treasury Pool. The deposit represents an estimate of the current cost of services plus 10 percent that can be transferred to the County for the cost of services provided under this contract on order of the Board of Supervisors or their designee, without formality of a claim and warrant.

### **D. Cost of Services**

1. District will reimburse ATC annually for Accounts Payable/General/Fund Accounting and Payroll services provided. Rates per unit of service will be adjusted annually to the County's State of California approved County-Wide Cost Allocation Plan (COWCAP). Charges will be based on the COWCAP rate per 1) accounts payable transaction line, 2) payroll direct deposit; and 3) general accounting transaction line. Charge to load District's annual budget to FAS will be based on actual hours worked at the current Fee Ordinance hourly rate.

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#### **Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

2. District shall reimburse ATC separately for any requested EMACS services or additional requested accounting and/or auditing services on an actual cost basis (actual hours worked at the current Fee Ordinance hourly rate), or in accordance with separate County agreement (if applicable).

#### **E. Indemnification**

The District agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The District's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **5. TERMINATION OF SERVICES**

#### **A. Termination by ATC**

ATC may give written notice to District that ATC will no longer provide a specific service. District acknowledges that causes for termination include, but are not limited to, cash deficits, noncompliance with Government Code section 26909 (2), and delinquent payments of District obligations to County. ATC shall cooperate with District to ensure that a vital service provided by ATC is available from an alternate source before services are terminated. The notice shall be given at least 90 days prior to service termination. If ATC gives District written notice of service termination, in no event will ATC process District's payroll unless sufficient funds are on deposit in the County Treasury Pool during the 90 days prior to termination. Termination of services resulting from cash deficits may also require the District to withdraw all funds from the County Treasury Pool, unless required by statute.

#### **B. Termination by District**

District may give notice to ATC that District will no longer use a specific ATC service. The notice shall be given at least 90 days prior to service termination.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers.

COUNTY OF SAN BERNARDINO  
AUDITOR-CONTROLLER/RECORDER/  
TREASURER/TAX COLLECTOR

► \_\_\_\_\_  
Larry Walker, for County of San Bernardino

Dated: \_\_\_\_\_

► \_\_\_\_\_  
Larry Walker, Auditor-Controller/Recorder/Treasurer/Tax Collector

Dated: \_\_\_\_\_

San Bernardino Associated Governments  
(Print or type name of district)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Brad Mitzelfelt  
(Print or type name of person signing contract)

Title SANBAG President  
(Print or Type)

Dated: \_\_\_\_\_

#### **Auditor/Controller-Recorder Use Only**

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Input Date	Keyed By



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** July 7, 2010

**Subject:** Local Stimulus Program Update

**Recommendation:**\* Receive Report on the Identified Projects

**Background:** On July 1, 2009 the Board of Directors approved the creation of the Local Stimulus Program in the total amount of \$31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than \$300,000. Originally the funds for this Program were to be made available in two installments; the program was modified on September 2, 2009 to make all funds available in one installment. Attachment A provides the distribution by City/County.

The portion allocated for the cities in the Valley Subarea was \$19,706,413.14. In addition, San Bernardino County is spending \$3,269,705.16 of their urban and rural funds in the Valley Subarea. The combined total equals \$22,976,118.30 or 73% of the total amount available in the Local Stimulus Program.

The portion allocated for the cities and towns in the Mountain/Desert Subarea was \$5,873,881.70. In addition, San Bernardino County is spending \$2,550,000

								<p><i>Approved</i>  <i>Board of Directors</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>	
X	COG		CTC		CTA		SAFE		CMA

Check all that apply

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Attachments:

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of their rural and urban funds in the Mountain/Desert Subarea. The combined total equals \$8,423,881.70 or 27% of the total amount available in the Local Stimulus Program.

Eligible projects mirror the eligible projects as defined in the Measure I 2010-2040 Strategic Plan for Local Street Programs. Agencies have 36 months from the date of the Local Stimulus Program Allocation Letter to complete their projects and submit invoices for reimbursement.

The following summarizes the declared projects listed on the Local Stimulus Program Log (Attachment B):

<u>Location of Project</u>	<u>Project Name</u>	<u>Amount</u>
Adelanto	Air Expressway Pavement Rehabilitation	\$ 400,678.07
Apple Valley	Town-wide Micro surfacing Project	\$ 990,333.30
Barstow	Caliente St. to Elizabeth St.: Reconstruction, stop signs, and stop bars	\$ 343,237.86
Big Bear Lake	Medoc Drive Rehabilitation	\$ 16,483.40
	Narrow Rehabilitation	\$ 8,661.89
	Grizzly Court Rehabilitation	\$ 9,174.94
	Swan Drive Rehabilitation	\$ 64,238.67
	Wren Rehabilitation	\$ 23,138.61
	Alta Vista Rehabilitation	\$ 38,693.33
	Rock Spray Rehabilitation	\$ 33,647.72
	Rock Spray Court Rehabilitation	\$ 5,092.04
	Cherry Lane Rehabilitation	\$ 26,775.79
	Silver Tip Rehabilitation	\$ 38,693.33
	Encino Rehabilitation	\$ 13,620.05
	Jaybird Rehabilitation	\$ 10,725.79
	Dream Rehabilitation	\$ 11,054.44
Chino	Chino Avenue, 10 <sup>th</sup> to Benson Ave. Edison Avenue at Ramona Avenue Edison Avenue, Central to Oaks Edison Avenue, Oaks to Mountain Riverside Drive	\$1,193,216.88

Chino Hills	Peyton Drive Street Rehabilitation	\$1,115,987.30
Fontana	Slover Ave. Street Pavement Rehabilitation	\$1,926,000.00
	Auto Center Drive Street Improvements	\$ 400,000.00
Grand Terrace	Public Alley Pavement Rehabilitation	\$ 9,175.00
	Miscellaneous Sidewalk Repairs	\$ 37,200.00
	Reconstruct Barton Road/Preston Street Intersection	\$ 20,000.00
	Barton Road Pavement Rehabilitation	\$ 47,100.00
	Michigan Avenue Pavement Rehabilitation	\$ 61,900.00
	Michigan Avenue	\$ 124,625.00
Hesperia	New Traffic Signal – Main St. and Rock Springs Road	\$ 850,075.00
	FY2009-2010 City-wide Street Improvement Project	\$ 400,000.89
Loma Linda	Lawton Avenue Pavement Rehabilitation	\$ 320,641.69
Montclair	Fremont Ave. Street Improvement Project	\$ 125,000.00
	Intersection Improvement Project – Phase 2	\$ 243,993.07
	Fremont Avenue Street Improvement Project, Phase 2	\$ 155,000.00
Ontario	Mission Boulevard Pavement Rehabilitation Baker Ave. to Grove Ave.	\$ 251,000.00
	Mission Boulevard Pavement Rehabilitation Milliken Ave. to 1500' East of Haven Ave.	\$ 688,000.00
	Mountain Avenue Pavement Rehabilitation Holt Blvd. to Mission Blvd.	\$ 394,072.00
	Airport Drive Pavement Rehabilitation Commerce Center Pkwy to Doubleday Avenue	\$ 200,000.00
	Haven Avenue Pavement Rehabilitation Guaste Rd. to 750 L.F. N of I-10 Fwy	\$ 490,000.00
	San Antonio Avenue Pavement Rehabilitation Phillips St. to Francis St.	\$ 432,000.00

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Rancho Cucamonga	Victoria Park Lane Pavement Rehabilitation	\$ 499,254.25
	Base Line Road Pavement Rehabilitation	\$ 358,507.93
	Hillside Road Pavement Rehabilitation	\$ 331,957.04
	Vineyard Avenue Pavement Rehabilitation	\$ 292,474.98
	Banyan Street Pavement Rehabilitation	\$ 200,000.00
	Etiwanda Ave. Pavement Rehabilitation	\$ 219,000.00
	Rochester Ave. Pavement Rehabilitation	\$ 227,500.00
	Beryl Street Pavement Rehabilitation	\$ 275,000.00
	Hillside Road Pavement Rehabilitation	\$ 115,850.02
Redlands	Orange Street and Redlands Blvd. Street Rehabilitation Project	\$1,015,637.04
Rialto	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	\$1,000,000.00
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	\$ 417,888.62
San Bernardino	40 <sup>th</sup> Street Pavement Rehabilitation From Waterman Ave. to Valencia Ave.	\$ 141,100.00
	Rialto Ave. & Meridian Ave. Traffic Signal	\$ 200,000.00
	Medical Center Dr. & Magnolia Ave. Traffic Signal	\$ 200,000.00
	Genevieve Pavement Rehabilitation from 34 <sup>th</sup> St. to 38 <sup>th</sup> St.	\$ 160,000.00
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	\$ 91,500.00
	Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	\$ 100,000.00
	33 <sup>rd</sup> Street Pavement Rehabilitation from "E" Street to "D" Street	\$ 42,000.00
	29 <sup>th</sup> Street Pavement Rehabilitation between Lincoln St. & "H" Street	\$ 119,000.00
	Sun Valley Dr. Pavement Rehabilitation Between 48 <sup>th</sup> Street & Reservoir Dr.	\$ 125,000.00
	Sierra Way Pavement Rehabilitation from 4 <sup>th</sup> Street to 9 <sup>th</sup> Street	\$ 234,000.00

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 Attachments:  
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 BRD1007a2-DAB

San Bndo City (cont'd)	Tippecanoe Ave. Pavement Rehabilitation	
	From Base Line St. to Upper Warm Creek	
	Channel	\$ 65,000.00
	Westbound SR-210 Waterman Ave. Exit	
	Ramp & 30 <sup>th</sup> Street – New Traffic Signal	\$ 350,000.00
	I-10/Tippecanoe Interchange	\$1,071,103.48
San Bernardino Co. (Rural)	Amboy Road	\$ 814,448.00
	Sheep Creek Road Rehabilitation	\$ 500,000.00
	ARRA Allocation	\$1,200,000.00
San Bndo Co. (Urban)	Glen Helen Grade Separation	\$ 800,000.00
	Bloomington Ave. at Larch Ave.	
	Signal Installation	\$ 515,000.00
	Riverside Drive Rehabilitation	\$ 204,705.16
	Oak Glen Road South Rehabilitation	\$1,500,000.00
	Bryant Street Rehabilitation	\$ 250,000.00
Twentynine Palms	Mesquite Springs Rehabilitation Project	\$ 437,067.27
Upland	Arrow Highway Pavement Rehabilitation	\$1,063,678.72
Victorville	Roadway Rehabilitation (various locations)	\$1,551,410.18
Yucaipa	Wildwood Canyon Road Street	
	Improvement Project	\$ 171,966.00
	Yucaipa Blvd. Street Improvement Project, 12 <sup>th</sup> Street to 15 <sup>th</sup> Street	\$ 555,491.86
Yucca Valley	Camino del Cielo Traffic Signal and Raised Median Island Project	\$ 301,079.13

The following Valley cities have not yet declared their projects accounting for all of their allocation. According to the established procedures, projects will only be accepted through September 1, 2010.

<u>City</u>	<u>Amount Available</u>
Colton	\$ 732,660.37
Fontana	\$ 353,517.76
Highland	\$ 742,413.30
Needles	\$ 300,000.00
San Bndo County	\$ 35,552.00

***Financial Impact:*** This item has no direct impact on the SANBAG budget.

***Reviewed By:*** This item was presented to the Mountain/Desert Committee on May 21, 2010 and the Major Projects Committee on June 10, 2010.

***Responsible Staff:*** Duane Baker, Director of Management Services

# ATTACHMENT A

## LOCAL STIMULUS PROGRAM DISTRIBUTION FORMULA

City	Population	\$ 29,350,000.00 \$300,000 min.
ADELANTO	28,265	\$400,678.07
APPLE VALLEY	69,861	\$990,333.30
BARSTOW	24,213	\$343,237.86
BIG BEAR LAKE	6,255	\$300,000.00
CHINO	84,173	\$1,193,216.88
CHINO HILLS	78,725	\$1,115,987.30
COLTON	51,684	\$732,660.37
FONTANA	189,021	\$2,679,517.76
GRAND TERRACE	12,484	\$300,000.00
HESPERIA	88,184	\$1,250,075.89
HIGHLAND	52,372	\$742,413.30
LOMA LINDA	22,619	\$320,641.69
MONTCLAIR	36,964	\$523,993.07
NEEDLES	5,793	\$300,000.00
ONTARIO	173,188	\$2,455,072.83
RANCHO CUCAMONGA	177,736	\$2,519,544.22
REDLANDS	71,646	\$1,015,637.04
RIALTO	100,022	\$1,417,888.62
SAN BERNARDINO	204,483	\$2,898,703.48
TWENTYNINE PALMS	30,832	\$437,067.27
UPLAND	75,035	\$1,063,678.72
VICTORVILLE	109,441	\$1,551,410.18
YUCAIPA	51,317	\$727,457.86
YUCCA VALLEY	21,239	\$301,079.13
<b>SUMMARY:</b>		
TOTAL UNINCORPORATED URBAN > 5,000	265,926	\$3,769,705.16
TOTAL UNINCORPORATED RURAL < 5,000	29,472	\$2,050,000.00
TOTAL INCORPORATED	1,765,552	\$25,580,294.84
<b>GRAND TOTAL</b>	<b>2,060,950</b>	<b>\$ 31,400,000.00</b>

(1) - CITY FIGURES FROM DOF JANUARY 1, 2009 ESTIMATES

								Date					
CITY	Project Name	Stimulus Funds Available	Project Number	TH Purchase Order	EDEN Purchase Order	Project Amount	Balance Available	Project Received	Acceptance Letter	Reimbursement Request	Amount Requested	Balance Remaining	Payment Sent
Adelanto	Air Expressway Pavement Rehabilitation	\$400,678.07	70001-001	P10147	4000321	\$400,678.07		10/28/09	11/24/09				
Apple Valley	Town-wide Microsurfacing Project	\$990,333.30	70002-001	P10216	4000322	\$990,333.30		5/12/10					
Barstow	Caliente St. to Elizabeth St.: reconstruction, stop signs and stop bars	\$343,237.86	70003-001	P10219	4000323	\$343,237.86		5/17/10					
Big Bear Lake	Modoc Drive Rehabilitation	\$300,000.00	70004-001	P10220	4000324	\$16,483.40		5/4/10					
	Narrow Rehabilitation		70004-002	P10220	4000324	\$8,661.89		5/4/10					
	Grizzly Court Rehabilitation		70004-003	P10220	4000324	\$9,174.94		5/4/10					
	Swan Drive Rehabilitation		70004-004	P10220	4000324	\$64,238.67		5/4/10					
	Wren Rehabilitation		70004-005	P10220	4000324	\$23,138.61		5/4/10					
	Alta Vista Rehabilitation		70004-006	P10220	4000324	\$38,693.33		5/4/10					
	Rock Spray Rehabilitation		70004-007	P10220	4000324	\$33,647.72		5/4/10					
	Rock Spray Court Rehabilitation		70004-008	P10220	4000324	\$5,092.04		5/4/10					
	Cherry Lane Rehabilitation		70004-009	P10220	4000324	\$26,775.79		5/4/10					
	Silver Tip Rehabilitation		70004-010	P10220	4000324	\$38,693.33		5/4/10					
	Encino Rehabilitation		70004-011	P10220	4000324	\$13,620.05		5/4/10					
	Jaybird Rehabilitation		70004-012	P10220	4000324	\$10,725.79		5/4/10					
	Dream Rehabilitation		70004-013	P10220	4000324	\$11,054.44		5/4/10					
Chino	Chino Avenue - 10th to Benson Ave.; Edison Ave. at Ramona; Edison Ave., Central to Oaks; Edison Ave., Oaks to Mountain; Riverside Drive	\$1,193,216.88	70006-001	P10109	4000327	\$1,193,216.88		9/4/09	10/20/09				
Chino Hills	Peyton Drive Street Rehabilitation	\$1,115,987.30	70005-001	P10151	4000326	\$1,115,987.30		10/1/09	11/24/09				
Colton	Undeclared	\$732,660.37	70007-001	P10205	400325	\$0.00	\$732,660.37						
Fontana	Slover Avenue Street Pavement Rehabilitation	\$2,679,517.76	70008-001	P10110	4000328	\$1,926,000.00		revised 05/14/2010					
	Auto Center Drive Street Improvements		70008-002	P10110	400328	\$400,000.00		05/14/2010					
	Undeclared		70008-003	P10110	400328	\$0.00	\$353,517.76	revised					
Grand Terrace	Public Alley Pavement Rehabilitation	\$300,000.00	70009-001	P10110	4000329	\$9,175.00		9/30/09	11/24/09				
	Miscellaneous Sidewalk Repairs		70009-002	P10110	4000329	\$37,200.00		9/30/09	11/24/09				
	Reconstruct Barton Road/Preston Street Intersection		70009-003	P10110	4000329	\$20,000.00		9/30/09	11/24/09				
	Barton Road Pavement Rehabilitation		70009-004	P10110	4000329	\$47,100.00		9/30/09	11/24/09				
	Michigan Avenue Pavement Rehabilitation		70009-005	P10110	4000329	\$61,900.00		9/30/09	11/24/09				
	Michigan Avenue		70009-006	P10110	4000329	\$124,625.00		10/16/09	11/24/09				
Hesperia	New TrafficSignal - Main Street and Rock Springs Road	\$1,250,075.89	70010-001	P10148	4000330	\$850,075.00		10/22/09	11/24/09				
	FY 2009-10 Citywide Street Improvement Project		70010-002	P10148	4000330	\$400,000.89		10/26/09	11/24/09				

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CITY	Project Name	Stimulus Funds Available	Project Number	TH		Amount	Balance Available	Received	Acceptance Letter	Reimbursement Request	Amount Requested	Balance Remaining	Payment Sent
				Purchase Order									
Highland	Undeclared	\$742,413.30	70011-001	P10203	4000331	\$0.00	\$742,413.30						
Loma Linda													
Montclair	Lawton Avenue Pavement Rehabilitation	\$320,641.69	70012-001	P10111	4000332	\$320,641.69		9/10/09	10/20/09	6/14/10	\$320,641.19	\$0.00	
	Fremont Avenue Street Improvement Project	\$523,993.07	70013-001	P10112	4000333	\$125,000.00		9/3/09	10/20/09				
	Intersection Improvement Project - Phase 2		70013-002	P10112	4000333	\$243,993.07		2/2/10	4/1/10				
Needles	Fremont Avenue Street Improvement Project - Phase 2		70013-003	P10112	4000333	\$155,000.00		2/2/10	4/1/10				
		\$300,000.00	70014-001	P10221	4000334	\$0.00	\$300,000.00						
	Mission Boulevard Pavement Rehabilitation - Baker Ave. to Grove Ave.	\$2,455,072.83	70015-001	P10204	4000335	\$251,000.00							
	Mission Boulevard Pavement Rehabilitation - Milliken Ave. to 1500' East of Haven Avenue		70015-002	P10204	4000335	\$688,000.00		10/14/09	11/24/09	2/12/10	\$499,254.25	\$0.00	
	Mountain Avenue Pavement Rehabilitation, Holt Blvd. to Mission Blvd.		70015-003	P10204	4000335	\$394,072.83		10/14/09	11/24/09	2/12/10	\$358,507.93	\$0.00	
38 Rancho Cucamonga	Airport Drive Pavement Rehabilitation, Commerce Center Pkwy to Doubleday Avenue		70015-004	P10204	4000335	\$200,000.00		10/15/09	11/24/09	2/12/10	\$331,957.04	\$0.00	
	Haven Avenue Pavement Rehabilitation, Guasti Rd. to 750 L.F. north of I-10 Freeway		70015-005	P10204	4000335	\$490,000.00		10/16/09	11/24/09	2/12/10	\$292,474.98	\$0.00	
	San Antonio Avenue Pavement		70015-006	P10204	4000335	\$432,000.00		10/17/09	11/24/09	2/12/10	\$44,797.47	\$155,202.53	
	Victoria Park Lane Pavement Rehabilitation	\$2,519,544.22	70016-001	P10149	4000310	\$499,254.25		10/19/09	11/24/09	2/12/10	\$205,918.70	\$21,581.30	
	Base Line Road Pavement Rehabilitation		70016-002	P10149	4000310	\$358,507.93		10/20/09	11/24/09				
	Hillside Road Pavement Rehabilitation		70016-003	P10149	4000310	\$331,957.04		10/21/09	11/24/09				
	Vineyard Avenue Pavement Rehabilitation		70016-004	P10149	4000310	\$292,474.98		2/17/10	4/1/10				
	Banyan Street Pavement Rehabilitation		70016-005	P10149	4000310	\$200,000.00		12/2/09	4/2/10				
	Etiwanda Ave. Pavement Rehabilitation		70016-006	P10149	4000310	\$219,000.00		12/9/09	4/2/10				
	Rochester Ave. Pavement Rehabilitation		70016-007	P10149	4000310	\$227,500.00		6/16/10					
Redlands	Beryl Street Pavement Rehabilitation		70016-008	P10149	4000310	\$275,000.00							
	Hillside Road Pavement Rehabilitation		70016-009	P10149	4000310	\$115,850.02							
Rialto	Orange Street and Redlands Blvd. Street Rehabilitation Project	\$1,015,637.04	70017-001	p10207	4000336	\$1,015,637.04							
	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	\$1,417,888.62	70018-001	P10169	4000337	\$1,000,000.00							
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)		70018-002	P10169	4000337	\$417,888.62							

CITY	Project Name	Stimulus Funds Available	Project Number	TH Purchase Order	Amount	Balance Available	Received	Acceptance Letter	Reimbursement Request	Amount Requested	Balance Remaining to be Billed	Payment Sent
San Bernardino	Waterman Ave. to Valencia Avenue	\$2,898,703.48	70019-001	P10216	4000338	\$141,100.00						
	Rialto Ave. & Meridian Ave. Traffic Signal		70019-002	P10216	4000338	\$200,000.00						
	Medical Center Drive and Magnolia Avenue Traffic Signal		70019-003	P10216	4000338	\$200,000.00						
	Genevieve Pavement Rehabilitation from 34th Street to 38th Street		70019-004	P10216	4000338	\$160,000.00						
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.		70019-005	P10216	4000338	\$91,500.00						
	Mountain Ave. & Del Rosa Ave.		70019-006	P10216	4000338	\$100,000.00						
	33rd Street Pavement Rehabilitation from "E" Street to "D" Street		70019-007	P10216	4000338	\$42,000.00						
	29th Street Pavement Rehabilitation between Lincoln Street & "H" Street		70019-008	P10216	4000338	\$119,000.00						
	between 48th Street and Reservoir Dr.		70019-009	P10216	4000338	\$125,000.00	9/22/09	10/20/09				
	Sierra Way Pavement Rehabilitation from 4th Street to 9th Street		70019-10	P10216	4000338	\$234,000.00						
	Tippecanoe Ave. Pavement Rehabilitation from Base Line St. to Upper Warm Creek Channel		70019-11	P10216	4000338	\$65,000.00	4/27/10	4/29/10				
	Westbound SR-210 Waterman Ave. Exit Ramp & 30th Street - New Traffic Signal		70019-12	P10216	4000338	\$350,000.00	3/10/10	4/1/10				
San Bernardino County - Rural	I-10/Tippecanoe Interchange	\$2,050,000.00	70019-13	P10216	4000338	\$1,071,103.48	3/10/10	4/1/10				
	Amboy Road		70025-001	P10116	4000339	\$814,448.00	3/10/10	4/1/10				
San Bernardino County - Urban	ARRA Rural Allocation*	\$3,769,705.16				\$1,200,000.00	3/10/10	4/1/10				
	Glen Helen Grade Separation		70025-002	P10206	4000339	\$800,000.00	5/7/10	5/13/10				
	Bloomington Ave. at Larch Ave. Signal Installation		70025-003		4000339	\$515,000.00	9/24/09	10/20/09				
	Riverside Drive Rehabilitation		70025-004		4000339	\$204,705.16	11/20/09	12/21/09				
	Oak Glen Road South Rehabilitation		70025-005		4000339	\$1,500,000.00	9/2/09	10/20/09				
	Sheep Creek Road Rehabilitation		70025-006		4000339	\$500,000.00	9/21/09	10/20/09				
	Bryant Street Rehabilitation		70025-007		4000339	\$250,000.00	4/15/10	4/27/10	6/2/10	\$29,163.58	\$271,915.55	
	Mesquite Springs Rehabilitation Project		70020-001	P10215	4000340	\$437,067.27						
Twentynine Palms		\$437,067.27										
Upland	Arrow Highway Pavement Rehabilitation	\$1,063,678.72	70021-001	P10113	4000341	\$1,063,678.72						
Victorville	Roadway Rehabilitation (various locations)	\$1,551,410.18	70022-001	P10168	4000342	\$1,551,410.18						
Yucaipa	Wildwood Canyon Road Street Improvement Project	\$727,457.86	70023-001	P10114	4000343	\$171,966.00						
Yucaipa	Yucaipa Blvd. Street Improvement Project, 12th Street to 15th Street		70023-002	P10115	4000343	\$555,491.86						
Yucca Valley	Camino del Cielo Traffic Signal and Raised Median Island Project	\$301,079.13	70024-001	P10234	4000352	\$301,079.13						
Totals		\$31,400,000.00				\$29,235,856.57						

checksum \$31,400,000.00

\* \$1.2 million ARRA rural allocation project with reimbursement by Caltrans.

Color = project(s) yet to be determined

Color = balance remaining.

## *Minute Action*

### AGENDA ITEM: 6

**Date:** July 7, 2010

**Subject:** Execution of the Southern California Association of Governments (SCAG) Agreement related to the Implementation of the SANBAG Natural Gas (NG) Truck Project (Project)

**Recommendation:\***

1. Approve Agreement No. C10-121, with the Southern California Association of Governments (SCAG) acting as the Clean Cities' Coalition, for \$130,000, for marketing and outreach for the Project, for the period of July 1, 2010, to December 22, 2013, as outlined below in the Financial Impact Section;
2. Authorize the Executive Director to approve administrative changes to the above contract's Scope of Work, Work Program and/or budget, as needed, that are minor in nature and do not change the Project's scope or funding.

**Background:** In late August 2009, the Department of Energy (DOE) announced that SANBAG was successful in receiving funding from the Clean Cities' Fiscal Year (FY) 09 Petroleum Reduction Technologies Projects for the Transportation Sector. The following week, the California Energy commission (CEC) announced that SANBAG was a recipient of an Assembly Bill 118 grant award to match the DOE Clean Cities grant. These two grants total \$19.2 million and will be used towards the transition of over 200 tractor/trailer vehicles to natural gas, as well as the construction of two natural gas fueling stations, improvements to maintenance facilities and training.

At the January 6, 2010 Board meeting, SANBAG approved the execution of an agreement with the DOE for its share of funding for the Project. On February 2, 2010, SANBAG received documentation from its initial fleet partner, J.B. Hunt, stating they were withdrawing from the Project. Fortunately, the DOE and CEC

\*

*Approved*  
*Board of Directors*

*Date: July 7, 2010*

*Moved: Yates*

*Second: Morris*

*In Favor: 0*

*Opposed: 0*

*Abstained: 0*

*Witnessed: \_\_\_\_\_*

granted SANBAG time to find a replacement fleet for the Project. On March 3, 2010, the SANBAG Board approved the contract with its consultant, Gladstein, Neandross & Associates (GNA) to provide administrative and technical assistance to the Project. On April 7, 2010, the SANBAG Board approved the selection of Ryder Truck Rental, Inc., as its new Project partner and has subsequently received preliminary approval from the DOE and CEC of this selection. CEC is scheduled to approve its funding Agreement at its June 16, 2010, Commission meeting. It was Staff's understanding that the CEC fund had to be obligated before June 30, 2010 and so at the June Board meeting staff requested that the Board delegate to the Plans and Programs Policy Committee (PPC) the authority to review and execute the CEC contract and related contracts necessary to jump-start the Project.

Since that time, the CEC has communicated to Staff that a California Environmental Quality Act (CEQA) exemption must be attained prior to executing contracts with the CEC. CEC has determined that the obligation deadline would be moved out and will not jeopardize funding. Staff is hopeful that a CEQA exemption can be attained shortly, however, not before the June PPC meeting.

Therefore, so as to continue the Project and to minimize any further delays, Staff requests the approval of the SCAG Agreement. Please refer to the attached Scope of Work. The SCAG portion of this project has been funded 100% by DOE funding, which was approved by DOE and the SANBAG Board in January. Note that expenses related to the implementation for this project incurred by SANBAG and by its consultant GNA have been reimbursed by DOE. It is estimated that \$59K will be expended by SANBAG and GNA in FY 2010 for the implementation of this project.

Upon approval of the Contract at the SANBAG July Board meeting, SCAG will begin developing a marketing and outreach plan, which is an important component to the DOE grant award. Staff will continue to work with the CEC for their contract approval, as well as the DOE for any necessary amendments to their contract to reflect the new partner, Ryder.

Note that DOE handles any future changes/amendments to the Project, administratively, as long as they do not impact the overall terms and conditions of the Project. Because of the tight timeline for implementation, and so that a formal SANBAG amendment process (which would require Committee and Board approval) does not delay Project implementation, Staff requests that these types of administrative changes to Project's scope, work program and budget be approved by the Executive Director and submitted to the DOE for processing and approval. Since the DOE considers this a procedural matter on SANBAG's part and there is

no appropriate place to incorporate these procedures into the DOE terms and conditions contract template, Staff requests that this administrative amendment procedure be documented as a separate action in this Agenda Item. This identical action was included in the execution of the GNA contract in March.

In summary, so that SANBAG may proceed with this Project, Staff requests approval of the SCAG contract for the outreach components to this Project.

***Financial Impact:*** Staffing and expenses to prepare contracts associated with the Project have been included in the current and in the FY 2010/2011 Budget, Task Number 81211000. Funding: Measure I Transportation Management and Environmental Enhancement funding and DOE funding. Funds for the SCAG portion of this project, \$60,504, have been included in the FY 2011 Budget, 100% DOE funding. Remaining DOE funding (\$69,496) will be budgeted in future year Budgets.

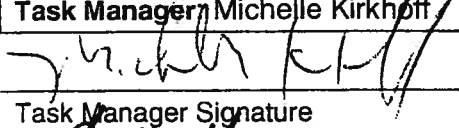
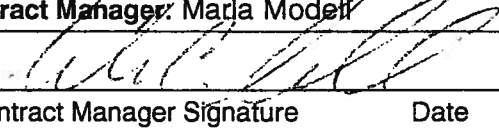

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 16, 2010. The contract has been reviewed by Legal Counsel as to form.

***Responsible Staff:*** Michelle Kirkhoff, Director of Air Quality and Mobility Programs

SANBAG Contract No. C10121  
by and between San Bernardino Associated Governments and  
The Southern California Association of Governments  
For The SANBAG Natural Gas Truck Project

<b>FOR ACCOUNTING PURPOSES ONLY</b>							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>SCAG/01943</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes:							
Original Contract: \$130,000		Previous Amendments \$ _____		Previous Amendments \$ _____		Contingency / Allowance Total: \$ _____	
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____		Current Amendment Contingency / Allowance: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.							
<b>Contract TOTAL ►</b>						<b>\$ 130,000</b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>0812</u>	<u>204</u>	<u>000</u>	<u>52001</u>	<u>81086/11751</u>	<u>DOE Federal ARRA Funds</u>	<u>\$130,000</u>	
Original Board Approved Contract Date: <u>6/16/10</u>				Contract Start: <u>7/1/10</u>		Contract End: <u>12/22/13</u>	
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____	
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .							
<b>Approved Budget Authority ►</b>		Fiscal Year: FY 1011 \$ 60,504		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$69,496	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>812</u> (C-Task may be used here.)							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

<b>CONTRACT MANAGEMENT</b>	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: <u>Michelle Kirkhoff</u>	Contract Manager: <u>Marja Modell</u>
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	<u>6/14/10</u> Date

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** July 7, 2010

**Subject:** Agreement for Digital Cellular Services for the San Bernardino Call Box Program

**Recommendation:\*** Approve Amendment No. 1 to Agreement No. 05-002, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and AT&T Mobility (AT&T), to extend the contract through June 30, 2011, as outlined in the Financial Impact section below.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,300 call boxes on freeways and highways in San Bernardino County. Each call box is a battery powered, solar charged roadside terminal with a cellular telephone built into the device. The call box network has assisted over 1.9 million calls since inception, and currently handles approximately 14,250 calls per year.

Back in May of 2004, San Bernardino SAFE joined with the Riverside and San Diego SAFEs to release a joint Request for Proposals (RFP) for a new cellular service provider. Five proposals were submitted to the SAFEs for consideration, which at that time were all the top leading cellular service providers. AT&T was the successful bidder; not only were they the lowest in price but also demonstrated extensive service coverage throughout the three Counties. Even today with the updated technology there is only one other provider, Verizon, that has enough service coverage to cover our entire county and the existing call boxes. Verizon uses very different technology to implement their digital services. AT&T uses GSM (Global System for Mobile Communications) technology, and Verizon utilizes CDMA (Code Division Multiple Access) technology. At the

*Approved*  
*Board of Directors*

*Date:* July 7, 2010

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

time of the RFP evaluation, the GSM network was desirable for a number of reasons. GSM utilizes a removable SIM (Subscriber Identify Module) card in every transceiver. These cards can be pre-programmed before going out in the field, can be removed quickly and placed into another call box with the same data/phone number. This flexibility alone favored using a GSM provider and since that time there has been no new provider with this technology that can cover our large geographic area.

AT&T has done a great job keeping up with technological improvements and providing outstanding service. Attached is an amendment to the contract. Note that because of slight reductions in the call box network since this contract was executed, there are sufficient funds which remain to fund this contract for FY 2010/2011. Therefore, Staff recommends exercising the first of five one-year options with AT&T for call box cellular services.

**Financial Impact:** Funds in the amount of \$100,000 have been budgeted in the FY 2010/2011 Budget to cover expenses in this Agreement. Task Number 70211000, funding source is SAFE Vehicle Registration Fees.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 16, 2010. The contract has been reviewed by SAFE Legal Counsel as to form.

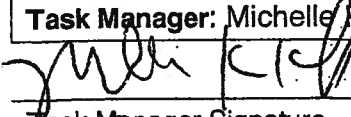
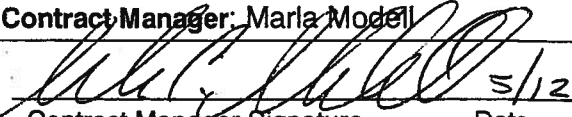
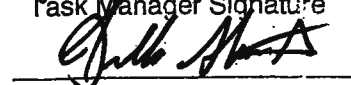
**Responsible Staff:** Kelly Lynn, Air Quality and Mobility Programs Administrator



SANBAG Contract No. **05-002-01 (1000132)**  
by and between AT&T Mobility  
and San Bernardino Service Authority for Freeway Emergencies (SAFE)  
for Digital Cellular Services for the Call Box Network

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>1000132</u> Vendor ID <u>02464 (CW4)</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
Notes: <u>Contract extension</u>						
Original Contract: \$ <u>664,426</u>		Previous Amendments \$ ____				
Contingency / Allowance Amount \$ ____		Previous Amendments \$ ____				
		Contingency / Allowance Total: \$ ____				
		Current Amendment: \$ <u>0.00</u>				
		Current Amendment Contingency / Allowance: \$ ____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>			<b>\$ <u>644,426</u></b>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0702</u>	<u>000</u>	<u>000</u>	<u>5520/54640</u>	<u>1060/22003</u>	<u>DMV SAFE</u>	\$ <u>0.00</u>
_____	_____	_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	_____	_____	\$ ____
Original Board Approved Contract Date: <u>11/3/04</u>				Contract Start: <u>11/3/04</u>		Contract End: <u>6/30/10</u>
New Amend. Approval (Board) Date: <u>6/2/10</u>				Amend. Start: <u>7/1/10</u>		Amend. End: <u>6/30/11</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>2010</u> \$ ____		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ ____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>702</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

<b>Task Manager:</b> <u>Michelle Kirkhoff</u>  Task Manager Signature	<b>Contract Manager:</b> <u>Marla Model</u>  Contract Manager Signature
 Chief Financial Officer Signature	<u>5/12/10</u> Date
<u>6/11/10</u> Date	<u>5/12/10</u> Date

**Amendment No. 1 To AT&T Wireless Agreement No. 05-002**  
**By and Between**  
**San Bernardino Service Authority for Freeway Emergencies, And**  
**AT&T Wireless Services**

WHEREAS the San Bernardino Service Authority for Freeway Emergencies, hereinafter called "SAFE" and AT&T Mobility National Accounts LLC, formerly known as AT&T Wireless Services hereinafter called "CONTRACTOR", have previously entered into an Agreement effective November 3, 2004, hereinafter called "AGREEMENT", for the purpose of providing cellular services to the SAFE's system of call boxes.

NOW THEREFORE, SAFE and CONTRACTOR agree to amend the AGREEMENT as follows:

1. Section 1.B shall be amended as follows:  
Unless earlier terminated as provided herein, the term of this Contract shall be a six year and eight month Contract, beginning November 3, 2004 or the date of issuance of the Notice to Proceed by the SAFE, whichever occurs first, and ending June 30, 2011, unless earlier terminated as provided herein.
2. SAFE and CONTRACTOR agree to the changes this AGREEMENT described in this Section 2.

2.1 The following new Section 2.A is hereby added to Section III Fees and Payments of the Agreement:

"2.A. In the event the actual number of call boxes installed and active falls below 50% of the number of call boxes active as of the effective date of this Amendment, a \$2.00 monthly charge will be added to the pre-tax cost of the Call Box Plan described in Section III Fees and Payments Section 1. Payment for Communications Services".

2.1.2 The following new Section 2.B is hereby added to Section III Fees and Payments of the Agreement:

"2.B. In the event the actual number of call boxes installed and active falls below 75% of the number of call boxes active as of the effective date of this Amendment, a \$4.00 monthly charge will be added to the pre-tax cost of the Call Box Plan described in Section III Fees and Payments Section 1. Payment for Communications Services".

3. All other portions of this AGREEMENT which are not altered by this Amendment shall remain in full force and effect and are incorporated herein by this reference.

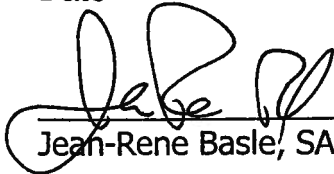
**IN WITNESS WHEREOF**, the authorized parties have below signed and executed this Amendment to the AGREEMENT, and shall be effective on the date set forth below.

**SAN BERNARDINO**

Service Authority for Freeway  
Emergencies (SAFE)

\_\_\_\_\_  
Brad Mitselfelt, President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jean-Rene Basle, SAFE Counsel

6-17-10  
\_\_\_\_\_  
Date

**AT&T Mobility National Accounts LLC**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** July 7, 2010

**Subject:** Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP): Background Information and Recent Developments

**Recommendation:**\* Receive information on the RTP and RTIP processes and issues.

**Background:** Planning and implementation of regional transportation improvements is conducted pursuant to requirements established in federal and state law, and is subject to federal review and approval. For most of Southern California including San Bernardino County, statutory federal and state regional transportation planning authority resides with the Southern California Association of Governments (SCAG), the federally designated Metropolitan Planning Organization (MPO), and the state designated Regional Transportation Planning Agency (RTPA). Unlike other MPOS and RTPAs throughout California, however, SCAG's transportation authority is limited to planning (preparation for the Regional Transportation Plan or RTP), and authority to fund and implement urban transportation improvements resides instead with the County Transportation Commissions, including SANBAG.

Implementation occurs pursuant to a Regional Transportation Improvement Program (RTIP) that is compiled by SCAG from project specific input provided by the County Transportation Commissions. Both the RTP and RTIP are subject to federal review and approval: both must demonstrate that sufficient funding exists to implement projects, that projects to improve air quality are implemented in accordance with their planned schedules, and that they contribute to emission reductions in a manner consistent with the federally approved state air quality plan (State Implementation Plan). The air quality and fiscal constraint analyses

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

prepared for the RTP and RTIP are ultimately SCAG's responsibility as well, although SANBAG and the other commissions are required to certify that projects submitted for inclusion in the RTIP are indeed adequately funded.

The RTP is updated on a four year cycle, while a new RTIP is adopted every two years. However as a consequence of the transportation funding crisis in California for the past several years, unprecedented numbers of amendments to these documents, particularly the RTIP, have been needed to keep projects moving in the face of the state's inability to meet certain funding commitments, a general reduction in local transportation revenues, intermittent and unpredictable availability of federal stimulus funding, and a premium on protection of federal obligational authority.

**Financial Impact:** This item is has no financial impact to SANBAG's budget, Task No. 50010000.

**Reviewed By:** This item was reviewed by the Plans and Programs Policy Committee on June 16, 2010.

**Responsible Staff:** Ty Schuiling, Director of Planning

## Overview of the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP) Processes

SANBAG Plans and Programs Committee  
June 16, 2010

Governments  
**SANBAG**  
Working Together

## What is the RTP?

### Regional Transportation Plan:

- 20+ year vision of growth and mobility for SCAG region, next RTP must incorporate SB 375 requirements
- Prepared by SCAG under its regional planning authority as an MPO and RTPA
- Source of all RTIP projects
- Must be fiscally constrained (can only rely on "reasonably available" funds) and must be found to "conform" to the SIP
- Requires federal approval

Governments  
**SANBAG**  
Working Together

SANBAG • RTP & RTIP

## What is the RTIP?

- ▶ **Regional Transportation Improvement Program:**
  - A database of descriptions, costs, and schedules for all regionally significant projects to be implemented in first 6 years of the RTP
  - New RTIP every 2 years (or in 6 months after a new RTP)
  - Describes expenditure of all federal transportation funds
  - Must be fiscally constrained (can only rely on "reasonably available" funds) and must be found to "conform" to the SIP
  - Requires federal approval

## Determining RTP/RTIP Projects

- 1) Regionally significant? -> include (Practically - does the improvement affect the transportation model? )
- 2) Possible use of federal funds? -> include (Even if answer is no now, future use of federal funds would require amendments)
- 3) Need federal approval? -> include (E.g., Caltrans review of NEPA document)

If yes to any of the questions above, then the project should be included in the RTP/RTIP process

## Evolving RTP/RTIP Relationship

- ▶ Until recently, inclusion in RTIP required “consistency” with RTP, and
- ▶ RTP demonstration of fiscal constraint was conducted in today’s \$\$, RTIP in future \$\$
- ▶ Now, inclusion in RTIP requires explicit inclusion in RTP; RTP costs in future \$\$ too!

RTP is becoming a 25-yr RTIP, sacrificing alternatives evaluation and sense of vision

## RTIP Process




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SANBAG's RTP & RTIP Process



## RTIP Process

### Step 1: Project Sponsors




- Sponsoring Agencies receive guidance on RTIP submittals
- Sponsoring agencies gather project information and submit to SANBAG
- Project information must be on the RTIP form provided by SANBAG and submitted according to schedule outlined by SCAG

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**SANBAG**  
Working Together

SANBAG'S RTP & RTIP Processes

## RTIP Process

### Step 2: SANBAG



- SANBAG notified by SCAG that an RTIP update is scheduled.
- SANBAG circulates RTIP Guidelines and submittal deadlines
- SANBAG meets with each local jurisdiction to review projects
- SANBAG staff reviews local submittals for accuracy and consistency with RTIP Guidelines
- SANBAG staff enters project information into RTIP database
  - SANBAG staff analyzes each submittal and creates a narrative of all project changes
  - SANBAG staff creates an RTIP financial plan to support all programmed projects
  - SANBAG staff submits all documentation to SCAG for their review and approval

**Governments**  
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Working Together

SANBAG'S RTP & RTIP Processes



## RTIP Process Step 3: SCAG

- SCAG compiles new draft RTIP from information provided by the County Transportation Commissions
- Compilation is modeled/analyzed for fiscal constraint and conformity, then published for a 30 day public review
- RTIP is adopted by the Regional Council and forwarded to Caltrans for review and approval



SANBAG's RTP & RTIP Processes



## RTIP Process Step 4: Caltrans Headquarters

- Caltrans reviews projects and approves
- Caltrans forwards to FHWA for final approval



SANBAG's RTP & RTIP Processes



## RTP/RTIP Process

### Step 5: Federal Highway Administration

- FHWA processes the final approval
- Approved RTIP becomes the Federal Transportation Improvement Program (FTIP)
- Compilation of regional FTIPs creates the FSTIP (Federal Statewide Transportation Improvement Program)



SANBAG's RTP & RTIP Processes

## RTIP Amendment Process

**Any addition of a significant capacity project requires an RTP amendment (full modeling analysis) as well as an RTIP amendment**

### Formal RTIP Amendments

- Required when capacity projects already in RTIP have funding changes that increase total project cost over 25% or \$5M
- Required to add new non-capacity projects
- Requires both state and federal approvals (takes about 3 months)

### Administrative Amendments:

- Existing projects with minor change to funding (under 25% of total project cost or less than \$5M)
- Only requires state approval (takes about 1 month)



SANBAG's RTP & RTIP Processes

## **Effects of Current Fiscal Uncertainties on RTP/RTIP Process**

- Typical 4-year RTP cycle averages one interim amendment.  
The Region is now preparing Amendment 4.
- Typical 2-year RTIP cycle has averaged 12 to 15 amendments.  
The Region is now preparing Amendment 44.

## **Lessons?**

- Current RTP/RTIP system works well with stable funding and clear project priorities
- Forcing the RTP to become a 25-year RTIP results in loss of vision and innovation
- Conformity - assurance that AQ measures in the RTIP get priority - is cause of these issues, but its return on effort invested is small.
- Declining "stable" funds, uncertain state funds, and unpredictable federal infusions make RTIP management a nightmare...

## That's why our RTIP worksheets look like these...

(Actual documents from development of SANBAG's ARRA programming)

## Future

Federal Authorization: opportunity for change?

- Can we reinstitute visionary planning and meaningful alternatives analysis into the RTP process?
- Can we view the role of air quality conformity in the RTP and RTIP (conformity) more objectively?

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** July 7, 2010

**Subject:** Development Mitigation Nexus Study Minor Update

**Recommendation:** Approve Minor Update to the 2009 Development Mitigation Nexus Study.

**Background:** One of the requirements of the SANBAG Development Mitigation Program is a biennial update of the Development Mitigation Nexus Study (Appendix K of the Congestion Management Program). The biennial update, conducted in odd-numbered years, provides an opportunity for local jurisdictions to modify projects in the Nexus Study, revise project costs, revise project limits, or otherwise update project descriptions. The full Congestion Management Program (CMP) is also updated in odd-numbered years, including any modification of the implementation language for the Development Mitigation Program contained in Appendix J of the CMP. The most recent comprehensive update to the Development Mitigation Program occurred in November 2009.

This minor update to the Nexus Study was initiated largely to provide the opportunity for jurisdictions to make minimal changes to project limits or scope so that the Nexus Study and the projects to be included in their Jurisdiction Master Agreements are consistent. Additionally, the City of Rialto has asked to revise its arterial project list to better reflect the City's priorities, and the City of Colton has asked to swap grade separation locations within the City. The detailed list of modifications to the Nexus Study is included as Attachment 1 to this item.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

It should be noted that the revisions to the City of Rialto's arterial project list will result in a program that is roughly \$8.5 million oversubscribed. Individual jurisdiction equitable share percentages are fixed as of the 2007 Nexus Study, so the City will need to backfill the \$8.5 million with another funding source or cut projects in the future. Regarding City of Colton projects, the cost of the Laurel Street grade separation is estimated at \$49.4 million compared to the Nexus Study estimate for Olive of approximately \$24.6 million. In addition, there is a decrease in the cost estimate for the Fogg Street grade separation project, which replaced the Valley Boulevard grade separation project in the November 2009 Nexus Study update. Given the funding structure for the Laurel Street project and the reduction in the Fogg Street project, the City of Colton will not need to adjust its development impact fee structure as a result of any of these changes.

**Financial Impact:** This item is consistent with the adopted FY 2010-2011 budget, TN 20311000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on June 16, 2010.

**Responsible Staff:** Ty Schuiling, Director of Planning

**Attachment 1**  
**Modifications to 2009 Nexus Study**  
**(Cost in \$1000s)**

**City of Colton**

Original description:

Grade Separation at Olive St in Colton on the San Bernardino Line (\$24,565)

Modify to:

Grade Separation at Laurel St in Colton on the San Bernardino Line (\$49,400).

Also modify the Fogg Street grade separation total project cost to \$23.5 million from the current \$27.293 million.

**City of Grand Terrace**

Original description:

Widen Michigan St from Commerce Wy. to DeBerry St. from 2 lanes to 4 lanes (\$742).

Modify to:

Widen Michigan St from Commerce Way and Van Buren St from 2 lanes to 4 lanes (\$742).

**City of Rialto**

Original arterial program projects:

Description	Lane-Miles	2008CostEst
Widen Alder Ave from Baseline Rd to SR-30 from 2 to 6 lanes		\$5,340
Widen Ayala Dr from Baseline Rd to Easton Ave from 2 to 4 lanes		\$2,760
Widen and reconstruct Baseline Rd from West to East City Limits from 4 to 6 lanes		\$13,110
Widen Casmalia Ave from West City Limits to Ayala Dr from 2 to 4 lanes		\$6,900
Widen Foothill Blvd from West to East City Limits from 4 to 6 lanes		\$4,590
Widen Linden Ave from Baseline to Easton Ave from 0 to 4 lanes		\$5,460



Widen Locust Ave from Baseline to Easton Ave from 0 to 4 lanes	\$5,460
Widen Merrill Ave from West City Limits to Riverside from 2 to 4 lanes	\$2,185
Widen Pepper Ave from N. Terminus to Highland Ave from 2 to 6 lanes	\$12,699
Widen Randall Ave from Maple Ave to Riverside Ave from 2 to 4 lanes	\$1,757
Widen Riverside Ave from Locust Ave to Cedar Ave from 3 to 4 lanes	\$1,650
Widen Riverside Av from South City Limit to Slover Av from 4 lanes to 6 lanes.	\$7,950
Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes	\$960
Widen San Bernardino from West City Limits to East City Limits from 2 to 4 lanes	\$4,500
Intersection Improvements at Riverside Ave/Merril Ave/Bloomington Ave	\$1,692
Intersection Improvements at Riverside Ave and Valley Blvd	\$3,202
Construct a Traffic Signal at the Intersection of Baseline and Tamarind	\$300
Construct a Traffic Signal at the Intersection of Riverside and Linden	\$300
Construct a Traffic Signal at the Intersection of Riverside and Locust	\$300
Construct a Traffic Signal at the Intersection of Sycamore and Merrill	\$300
Construct a Traffic Signal at the Intersection of Sycamore and Randall	\$300
Construct a Traffic Signal at the Intersection of Valley and Lilac	\$300
Construct a Traffic Signal at the Intersection of Acacia and Rialto	\$300
Construct a Traffic Signal at the Intersection of Lilac and Rialto	\$300
Construct a Traffic Signal at the Intersection of Maple and Rialto	\$300
Construct a Traffic Signal at the Intersection of Cactus and Walnut	\$300
Construct a Traffic Signal at the Intersection of Cactus and Randall	\$300
Construct a Traffic Signal at the Intersection of Merrill and Willow	\$300
Construct a Traffic Signal at the Intersection of Riverside and Alder	\$300
Construct a Traffic Signal at the Intersection of Valley and Cactus	\$300
Construct a Traffic Signal at the Intersection of Willow and Bloomington	\$300
<b>Rialto Total</b>	<b>\$84,715</b>

#### Revised arterial program projects

Description	Lane-Miles	2008CostEst
Widen Alder Ave from Baseline Rd to SR-30 from 2 to 6 lanes		\$4,197
Widen Ayala Dr from Baseline Rd to Easton Ave from 2 to 4 lanes		\$2,169
Realign and reconstruct Renaissance Pkwy from Alder Ave to Ayala Dr		\$7,200
Widen and reconstruct Baseline Rd from West to East City Limits from 4 to 6 lanes		\$10,304
Widen Casmalia Ave from West City Limits to Ayala Dr from 2 to 4 lanes		\$5,423

Widen Foothill Blvd from West to East City Limits from 4 to 6 lanes	\$7,215
Widen Linden Ave from Baseline to Easton Ave from 0 to 4 lanes	\$4,291
Widen Locust Ave from Baseline to Easton Ave from 0 to 4 lanes	\$4,291
Widen Merrill Ave from West City Limits to Riverside from 2 to 4 lanes	\$1,717
Widen Pepper Ave from N. Terminus to Highland Ave from 2 to 6 lanes	\$13,345
Widen Randall Ave from Maple Ave to Riverside Ave from 2 to 4 lanes	\$1,380
Widen Riverside Ave from Sierra Ave to Alder Ave from 3 to 6 lanes	\$8,300
Widen Riverside Ave from Locust Ave to Cedar Ave from 3 to 4 lanes	\$1,297
Widen Riverside Ave from South City Limit to Slover Av from 4 lanes to 6 lanes.	\$6,248
Widen Riverside Ave from Gateway Plaza to San Bernardino Ave from 4 to 6 lanes	\$754
Widen San Bernardino from West City Limits to East City Limits from 2 to 4 lanes	\$3,537
Intersection Improvements at Riverside Ave/Merril Ave/Bloomington Ave	\$1,437
Intersection Improvements at Riverside Ave and Valley Blvd	\$2,873
Construct a Traffic Signal at the Intersection of Baseline and Tamarind	\$359
Construct a Traffic Signal at the Intersection of Riverside and Linden	\$359
Construct a Traffic Signal at the Intersection of Riverside and Locust	\$215
Construct a Traffic Signal at the Intersection of Sycamore and Merrill	\$359
Construct a Traffic Signal at the Intersection of Sycamore and Randall	\$359
Construct a Traffic Signal at the Intersection of Valley and Lilac	\$359
Construct a Traffic Signal at the Intersection of Acacia and Rialto	\$359
Construct a Traffic Signal at the Intersection of Lilac and Rialto	\$359
Construct a Traffic Signal at the Intersection of Maple and Rialto	\$359
Construct a Traffic Signal at the Intersection of Cactus and Walnut	\$359
Construct a Traffic Signal at the Intersection of Cactus and Randall	\$348
Construct a Traffic Signal at the Intersection of Merrill and Willow	\$348
Construct a Traffic Signal at the Intersection of Riverside and Alder	\$348
Construct a Traffic Signal at the Intersection of Valley and Cactus	\$359
Construct a Traffic Signal at the Intersection of Pepper and Etiwanda	\$346
Construct a Traffic Signal at the Intersection of Willow and Bloomington	\$348
<b>Rialto Total</b>	<b>\$91,519</b>

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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## *Minute Action*

### AGENDA ITEM: 10

**Date:** July 7, 2010

**Subject:** State Route 210 (SR-210) Segment 8 Landscaping

**Recommendation:**\* Approve Landscape Construction Cooperative Agreement No. C10158 with Caltrans for State Route 210 Segment 8 Landscaping.

**Background:** This is a new cooperative agreement.

Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of locally sponsored projects. The subject construction cooperative agreement defines the roles and responsibilities between SANBAG and Caltrans as related to construction of SR-210 Segment 8 Landscaping improvement project located between the Sierra Avenue Interchange in the City of Fontana and the North Locust Avenue Overcrossing in the City of Rialto.

SANBAG was the lead agency for construction of Segments 8 through 11 of the State Route 210 (SR-210) corridor within San Bernardino County. Highway construction for these segments of SR-210 was substantially completed in the summer of 2007. In November 2008, SANBAG and Caltrans entered into a design cooperative agreement wherein Caltrans is to provide environmental clearance (PA/ED) and preparation of final design (PS&E) for Segments 8 through 11 landscaping projects and to deliver these PS&E packages sequentially.

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

As such, the first package delivered by Caltrans in May 2010 includes the final landscaping PS&E package for Segment 8. Construction of the same is expected to begin in late 2010 followed by a three year plant establishment period during which SANBAG will be responsible for maintaining the new planting and irrigation. It is important to note that the Caltrans District 8 Landscape Architect will give a brief presentation to the July 2010 Major Projects Committee to highlight the planting concepts developed for the SR-210 corridor Segments 8 through 11 projects which are intended to reduce overall maintenance costs and help conserve water with the implementation of efficient irrigation strategies.

Approval of the subject cooperative agreement involves no costs, however, SANBAG will be responsible for advertising, awarding and administering a construction contract for the Segment 8 Landscaping Project in accordance with the Caltrans-approved PS&E package. At the June 2010 Board meeting, SANBAG approved a professional services contract with a firm to provide construction management services for the SR-210 corridor landscaping projects.

**Financial Impact:** This recommendation to approve a no cost cooperative agreement has no financial impact on the 2010/2011 Fiscal Year Budget. Staff has budgeted Transportation Enhancement Activity (TEA), Surface Transportation Program (STP) and Measure I Valley Major Projects funding under Task Number 824 in the 2010/2011 Fiscal Year budget for construction of the Segment 8 Landscaping Project.

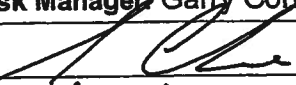
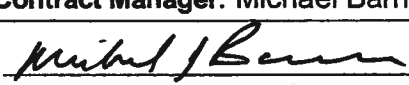

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 10, 2010. SANBAG Counsel has reviewed and approved this agreement as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **C10158**  
by and between  
San Bernardino County Transportation Authority  
and  
Caltrans

for Construction of the State Route 210 Segment 8 Landscape Project

FOR ACCOUNTING PURPOSES ONLY						
<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment			
Notes: This is a zero dollar cooperative agreement.						
Original Contract: \$ <u>0</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total: _____				
Contingency / Allowance Amount \$ <u>0</u>		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ 0</b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/7/10</u>				Contract Start: <u>7/7/10</u>		Contract End: <u>6/30/15</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>0</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. 824 (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
Task Manager: Garry Cohoe	
Contract Manager: Michael Barnum	
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date <u>6/4/10</u> <u>6/21/10</u>
	Date <u>6/19/10</u>

## **COOPERATIVE AGREEMENT**

This agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a political subdivision of the State of California, referred to as AUTHORITY.

## **RECITALS**

1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the highway landscaping for State Route 210, Segment 8 in the county of San Bernardino, referred to as PROJECT.
3. PARTNERS will cooperate to complete the Advertise, Award, and Administer (AAA) component for PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 1398.
5. No PROJECT deliverables have been completed prior to this agreement.
6. The estimated date for COMPLETION OF WORK is June 30, 2015.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

## **DEFINITIONS**

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA** – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**CONSTRUCTION** – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FUNDING PARTNER** – A partner who commits a defined dollar amount to WORK.

**FUNDING SUMMARY** - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

**NEPA** – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for

construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

**SAFETEA-LU** – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS** – State Highway System.

**SPONSOR(S)** – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope and cost commitments included in this agreement.

### **RESPONSIBILITIES**

8. **AUTHORITY** is **SPONSOR** for all **WORK**.
9. **AUTHORITY** is the only **FUNDING PARTNER** for this agreement. **AUTHORITY's** funding commitment is defined in the **FUNDING SUMMARY**.
10. **CALTRANS** is the **CEQA** lead agency for **PROJECT**.
11. **CALTRANS** is the **NEPA** lead agency for **PROJECT**.
12. **AUTHORITY** is **IMPLEMENTING AGENCY** for **CONSTRUCTION**.

### **SCOPE**

#### **Scope: General**

13. All **WORK** will be performed in accordance with federal and California laws, regulations, and standards.

All **WORK** will be performed in accordance with **FHWA STANDARDS** and **CALTRANS STANDARDS**.

14. **IMPLEMENTING AGENCY** for a project component will provide a Quality Management Plan for that component as part of the **PROJECT MANAGEMENT PLAN**.



15. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
16. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
17. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
18. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
20. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

21. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

23. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
24. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence, and where applicable, Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the

partner authorized to release them, unless required or authorized to do so by law.

25. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt.
26. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
28. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside of existing SHS right of way. AUTHORITY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
32. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.
33. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
34. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
36. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
37. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and AUTHORITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

38. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
39. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
40. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
41. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
42. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

#### **Scope: CONSTRUCTION**

43. AUTHORITY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

AUTHORITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, AUTHORITY also accepts responsibility to administer the construction contract.

44. AUTHORITY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.

45. AUTHORITY will provide a landscape architect licensed in the State of California.
46. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$25,000.00. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
47. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and SFM costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
48. AUTHORITY will require the construction contractor to furnish payment and performance bonds naming AUTHORITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.
49. AUTHORITY will submit a written request for any SFM identified in the PROJECT plans, specifications, and estimates a minimum of 45 calendar days in advance of the need for such materials.
50. CALTRANS will make SFM available at a CALTRANS-designated location after AUTHORITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.
51. AUTHORITY will coordinate, obtain, comply with, implement, renew, extend, and/or amend all resource agency permits, agreements and/or approvals for PROJECT.
52. AUTHORITY will provide maintenance for those portions of the SHS within WORK limits until COMPLETION OF WORK, after which, CALTRANS assumes full responsibility for maintenance.

### **COST**

#### **Cost: General**

53. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment.
54. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
55. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
56. AUTHORITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM

MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.

57. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
58. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
59. The cost to comply with and implement the commitments set forth in the environmental documentation is WORK cost.
60. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
61. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
62. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
63. Independent of WORK costs, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
64. Fines, interest, or penalties levied against any PARTNER will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That PARTNER will indemnify and defend all other PARTNERS.
65. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
66. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

67. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

68. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
69. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING

**SUMMARY.**

- 70. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.
- 71. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.

**Cost: CONSTRUCTION Support**

- 72. The cost to maintain the SHS within WORK limits is WORK cost until COMPLETION OF WORK, after which CALTRANS assumes the cost of maintenance.
- 73. PARTNERS will exchange funds for actual costs.

**Cost: CONSTRUCTION Capital**

- 74. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice AUTHORITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost after a request for SFM is submitted by AUTHORITY.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

**SCHEDULE**

- 75. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

- 76. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
- 77. Invoices for CALTRANS support costs include all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
- 78. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the

California Transportation Commission.

79. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
80. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.
81. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this agreement.
- It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this agreement.
82. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
83. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
84. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
85. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
86. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
87. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
88. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot

resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

89. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
90. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
91. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
92. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
93. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
94. This agreement will terminate upon COMPLETION OF WORK of PROJECT or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.  
  
However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
95. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
96. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.



### **CONTACT INFORMATION**

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Jane Tien, Project Manager  
464 W 4th Street, 6th Floor, MS 1229  
San Bernardino, California 92401-1400  
Office Phone: (909) 383-4149  
Mobile Phone: (909) 677-9686  
Email: Jane\_Tien@dot.ca.gov

The primary agreement contact person for AUTHORITY is:

Sagar Pandey, Project Manager  
1170 W 3rd Street, 2nd Floor  
San Bernardino, California 92405  
Office Phone: (909) 884-8276

### **SIGNATURES**

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
RAYMOND W. WOLFE, PHD  
District Director

By: \_\_\_\_\_  
BRAD MITZELFELT  
President, Board of Directors

CERTIFIED AS TO FUNDS:

Attest: \_\_\_\_\_  
VICKI WATSON  
Board Secretary

By: \_\_\_\_\_  
LISA PACHECO  
Budget Manager

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
JEAN-RENE BASLE  
Authority Counsel

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	Authority	N/A
5					<b>Construction (CON) - 270, 285, 290, 295</b>		X	
	270				Construction Engineering and General Contract Administration		X	
		35	20		Source Inspection	X		
	275				Construction Engineering and General Contract Administration of Structure Work		X	
	285				Contract Change Order Administration		X	
	290				Resolve Contract Claims		X	
	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	

**FUNDING SUMMARY**

<b>Funding Source</b>	<b>Funding Partner</b>	<b>Fund Type</b>	<b>CON Capital</b>	<b>CON Support</b>	<b>Subtotal Funds Type</b>
FEDERAL	AUTHORITY	RSTP	\$2,391,000.00	\$0.00	\$2,391,000.00
FEDERAL	AUTHORITY	TEA	\$2,216,000.00	\$0.00	\$2,216,000.00
LOCAL	AUTHORITY	Measure (Matching)	\$593,000.00	\$520,000.00	\$1,113,000.00
		Subtotals by Component	\$5,200,000.00	\$520,000.00	\$5,720,000.00

## *Minute Action*

AGENDA ITEM: 11

**Date:** July 7, 2010

**Subject:** Amendment No. 1 to Contract C08200 with Vandermost Consulting Services, Inc. for On-Call Environmental Services

**Recommendation:\*** Approve Amendment No. 1 to Contract C08200 with Vandermost Consulting Services, Inc. for On-Call Environmental Services increasing the contract authority by \$800,000.00 for a new not-to-exceed value of \$2,100,000.

**Background:** **This is an amendment to an existing contract.** In January 2009 the SANBAG Board approved Contract C08200 with Vandermost Consulting Services, Inc for On-Call Environmental Services. Since the inception of the contract, Vandermost Consulting Services Inc. has provided many services to SANBAG, including services that assist in the timely delivery of our projects. These services include peer review of environmental documents; proactively identifying potential environmental risks; integration of environmental constraints into the design; and developing strategies prior to entering into negotiations with the resource agencies. The peer review has effectively reduced multiple review and revision iterations to various environmental documents, saving time and optimizes the use of Caltrans limited resources.

Assignments are authorized by task orders and in general, relate to peer review, consultation, environmental guidance and strategy, mitigation bank planning, paleontological and biological monitor, environmental permitting. A partial listing of their accomplishments to date is as follows:

- Environmental project management, strategy and processing for the Devore Interchange project

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

- Oversight of the preparation of Colton Crossing Purpose and Need including strategic advice
- Preparation of the Categorical Exception/Categorical Exclusion (CE/CE) for Segments 5 and 11 utility lines
- Preparation of the CE/CE for Segments 1 and 2 utility lines
- Provided environmental compliance guidance for Clean Natural Gas (CNG) refueling station
- Environmental construction monitoring services for I-10 Riverside Avenue interchange
- Provided consulting, strategy and guidance on the new MS4 Permits
- Biological consulting services for Palm Avenue grade separation
- NEPA compliance revaluation of I-10 Westbound land addition
- Jurisdictional waters permitting for Hunt's Lane grade separation
- Mitigation Bank, Phase I – Master Regulatory permitting inventory of Measure I projects
- Mitigation Bank, Phase I – meetings/agency coordination with U.S. Fish & Wildlife Service (USFWS) and U.S. Army Corps of Engineers (USCOE) as well as mitigation bank owners
- Environmental document peer review/PDT representation for various projects including I-215 HOV lane, Barton Avenue interchange, Washington Avenue interchange, Devore, Hunt's Lane, Palm Avenue, I-10 Riverside, I-10 Westbound, Colton Crossing, Tippecanoe, and Lenwood Avenue
- Regulatory Permitting for Hunt's Lane
- Approval of Santa Fe Depot rehabilitation/paint project by State Historic Preservation Office
- Cultural Resource Assessments for I-215 Segments 1 and 2
- Paleontological monitoring for I-215 Segments 1 and 2, utility relocation work
- Review of Initial Site Assessment (ISA) and preparation of a Hazardous Materials Disclosure document in support of the environmental revalidation for I-10 Westbound lane addition

When the original contract with Vandermost Consulting was entered into the exact scope of work was uncertain, therefore the budget for providing the services needed for a successful program was estimated. Vandermost staff, an extension of SANBAG's staff, has taken us from being reactive in the environmental phase to being proactive. This has resulted in time and money savings. The benefit they bring to the SANBAG major project capital program has been noted by Caltrans. To continue this success of our aggressive program, staff is recommending that the Vandermost contract amount be amended to increase the not-to-exceed amount by \$800,000 for a total amount of \$2,100,000.

Board Agenda Item  
July 7, 2010  
Page 3

***Financial Impact:*** This action is consistent with the proposed 10/11 FY Budget. TN 81511000

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 10, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

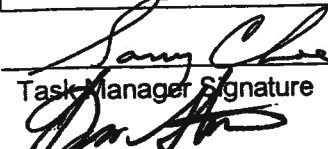
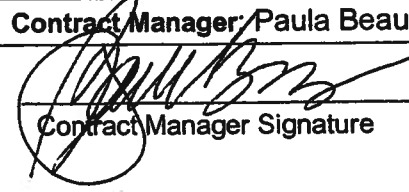

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08200-1  
by and between San Bernardino County Transportation Authority  
and

Vandermost Consulting Services, Inc. for On-Call Environmental Services

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment			
Notes: Contract amendment amount of \$800,000 to be included in 2010/2011 FY budget for Task 81510000.						
Original Contract: \$ <u>1,300,000</u>		Previous Amendments		\$ <u>0</u>		
		Previous Amendments		\$ <u>0</u>		
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ <u>0</u>		Current Amendment:		\$ <u>800,000</u>		
		Current Amendment Contingency / Allowance:		\$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ <u>2,100,000</u></b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
FY 10/11 ONLY ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
815	610	000	52005	99006	Measure I Old	\$ <u>100,000</u>
815	610	000	52005	99041	Measure I Freeway Projects	\$ <u>100,000</u>
815	610	000	52005	99042	Measure I Interchange Projects	\$ <u>100,000</u>
815	610	000	52005	99043	Measure I Major Streets	\$ <u>100,000</u>
Original Board Approved Contract Date:				1/7/09	Contract Start: 1/7/09	Contract End: 1/7/12
New Amend. Approval (Board) Date:				7/7/10	Amend. Start: 7/7/10	Amend. End: 1/7/12
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: 10/11 \$ <u>400,000</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ <u>400,000</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 815 (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe		Contract Manager: Paula Beauchamp	
 Task Manager Signature	6/24/10 Date	 Contract Manager Signature	6/24/10 Date
 Chief Financial Officer Signature		6/24/10 Date	



**AMENDMENT NO. 1**

**CONTRACT NO. C08200-01**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**Vandermost Consulting Services, Inc.**

This AMENDMENT No. 1 to CONTRACT No. C08200 entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the firm of Vandermost Consulting Services, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C08200 ("Contract"), has engaged the services of CONSULTANT to provide professional services for On-Call Environmental Services; and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to increase the contract amount.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY do hereby agree as follows:

1. The not-to-exceed cost of the Contract shall be increased by \$800,000, for a new not-to-exceed total Contract amount of \$2,100,000. The cost increase shall include compensation for all Contract work to be performed by CONSULTANT and subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants.
2. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**Vandermost Consulting Services, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Brad Mitselfelt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 12

**Date:** July 7, 2010

**Subject:** Proposed Grade Separation at Laurel Street and Burlington Northern Santa Fe (BNSF) rail tracks in the City of Colton

**Recommendation:**\* Authorize Staff to release a Request for Proposals (RFP) No. 11001 for environmental and engineering professional services for a proposed Grade Separation at Laurel Street and the BNSF rail tracks in the City of Colton.

**Background:** This item authorizes the release of a RFP. The Laurel Street/BNSF Grade Separation is one of several capital improvement projects that were identified in a recent Memorandum of Understanding (MOU) between SANBAG, the City of Colton, the Union Pacific Corporation (UPRR), and BNSF for proposed rail improvements in the City of Colton. The MOU was reviewed and ratified by the SANBAG Major Projects Committee at the committee's special meeting that was held on April 27, 2010. In accordance with the terms of the MOU, SANBAG must commence construction of the Laurel Street Grade Separation project within 18 months of the start of construction of the Colton Crossing project. The Colton Crossing project is scheduled to be in construction by September 2011. In order to satisfy the terms of the MOU, an environmental and design professional services contract needs to be entered into by the fall of 2010.

SANBAG will be responsible for funding 80.38% (estimated at \$39.7 million) of the total project cost as stipulated in the SANBAG's Development Mitigation Nexus Study for the Laurel Street Grade Separation. It is anticipated that

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

additional sums of State Traffic Congestion Relief Program (TCRP) funds and Trade Corridors Improvement Fund (TCIF) funds will be programmed to cover a portion of the construction cost for the proposed grade separation. An agenda item that addresses the funding will be brought forward at a future meeting for your consideration. The remaining 19.62% (approximately \$9.7 million) of the project cost will be funded through contributions from both UPRR and the City of Colton, with BNSF's contribution buying down the total project cost.

It is recommended that authorization be granted to release the RFP.

***Financial Impact:*** This item is consistent with the FY 2010/2011 budget, Task Number 88411000. Contract C11001 will be funded by Measure I 2010-2040 Valley Major Streets Program.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 10, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction.

**ATTACHMENT "A"**

**Scope of Services**

**By and between  
San Bernardino County Transportation Authority**

**And**

**TBD**

**To**

**PREPARE THE ENVIRONMENTAL DOCUMENT, DEVELOP PLANS, SPECIFICATIONS  
AND ESTIMATE (PS&E), AND PROVIDE RIGHT-OF-WAY SERVICES**

**For**

**ENVIRONMENTAL AND ENGINEERING PROFESSIONAL SERVICES  
LAUREL STREET/BNSF GRADE SEPARATION**

**In the City of Colton  
San Bernardino County, California**

**Contract No. C11001**

## **Scope of Services**

### **OVERVIEW**

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare the Environmental Document, Project Report, Plans, Specifications, and Estimates (PS&E) and to provide Preliminary Right of way services for the Laurel Street/BNSF Grade Separation project in the City of Colton (CITY). Coordination between AUTHORITY, CONSULTANT, and other local agencies will be accomplished through the AUTHORITY's Contract Manager or designee and designated representatives from the local agencies.

The SANBAG Contract Manager for this contract shall be:

Paul Melocoton  
Project Manager

CONSULTANT shall be required to perform all professional and technical services necessary to prepare the environmental document and final PS&E package.

### **Project Location and Description**

The Laurel Street/BNSF Grade Separation is one of several capital improvement projects that were identified in a recent Memorandum of Understanding (MOU) between SANBAG, CITY, the Union Pacific Corporation (UPRR), and Burlington Northern Santa Fe (BNSF) for proposed rail improvements in the City of Colton.

BNSF has conceptually agreed to reduce the number of tracks crossing Laurel Street from six to four, thus making it possible to build a rail undercrossing as opposed to an overcrossing, which is the desire of both SANBAG and the City. Attached to this RFP are copies of the undercrossing and shoofly conceptual plan sheets. Construction of the project is anticipated to be funded with local Measure 'I' funds, State Traffic Congestion Relief Program (TCRP) and Trade Corridors Improvement Fund (TCIF) funds. A start of construction date for the Laurel Street Grade Separation shall be no later than October, 2012.

### **APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current AUTHORITY, BNSF, CITY, and San Bernardino County (COUNTY) regulations, policies, procedures, manuals, and standards.

### **SERVICES PERFORMED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

## **General Description of Required Services**

- A. CONSULTANT shall carry out the directions as received only from AUTHORITY'S Contract Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTS providing services for this project and for adjacent projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify AUTHORITY's Contract Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by AUTHORITY, and/or AUTHORITY's designee for Quality Assurance and overall project consistency.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- E. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- G. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.
- H. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- I. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

- J. CONSULTANT shall submit all final plans on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- L. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following AUTHORITY directions.
- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify AUTHORITY.
- N. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.
- O. This scope of services does not include any services by CONSULTANT for work during construction.

### **SCOPE OF SERVICES**

**Following the selection of a consultant, the selected firm shall prepare and submit a detailed Scope of Services, a Cost Proposal, and Project Schedule.** The selected firm shall use the latest SANBAG Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the detailed scope of services, cost proposal, and schedule. Copies of the WBS, cost, and schedule templates are available on the SANBAG internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQ".

The following summary of the Scope of Services is not inclusive and is only intended to be used as an indication of the minimum services to be provided by the Consultant. The selected firm shall prepare a detailed and comprehensive Scope of Services which shall include all work necessary for the completion of the Project, including full definition of the tasks, sub-tasks, and deliverables that are required for the Final Design and Right-of-Way certification services as described in this RFP.

#### **TASK 3.100 - PROJECT MANAGEMENT**

- Meet with AUTHORITY, and other stakeholders in monthly Project Development Team (PDT) meetings.
- Attend other project coordination and focused meetings as necessary
- Prepare agendas and meeting minutes
- Prepare and update Project schedule monthly
- Prepare and submit monthly invoices & Project status report



**TASK 2.160 – PRELIMINARY ENGINEERING STUDIES & PROJECT REPORT**

- Engineering Studies
- Draft Project report

**TASK 2.165 – ENVIRONMENTAL STUDIES & DRAFT ENVIRONMENTAL DOCUMENT PROJECT REPORT**

- General Environmental Studies
- Biological Studies
- Cultural Studies
- Draft Environmental Document (DED)

**TASK 2.170 – PERMITS & AGREEMENTS DURING PA&ED PHASE**

**TASK 2.175 – CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT**

**TASK 2.180 – PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT**

- Final Project report
- Final Environmental Document

**TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

- Perform field reviews
- Review available information
- Research and obtain copies of existing studies
- Research, obtain, and review all available maps and plans of major utilities and proposed utilities within the project area
- Obtain Record of Surveys, benchmark, and centerline tie information
- Obtain drainage information
- Perform field design surveys
- Prepare construction staging concept plans
- Prepare drainage concept plans
- Prepare storm water data report
- Prepare right-of-way data sheets
- Assess utility impacts and relocation requirements
- Prepare geotechnical report
- Prepare structures preliminary design
- Prepare cost estimates

#### **TASK 3.205 – PERMITS**

- Determine need for and obtain Caltrans required permits
- Determine need for and obtain City and other required permits
- Determine need for and obtain Federal Rail Authority permits
- Determine need for and obtain California Public Utilities Commission permits
- Determine need for railroad Construction and Maintenance Agreements

#### **TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

- Prepare Draft Roadway Plans
- Prepare Draft Highway Planting Plans
- Prepare Draft Traffic Plans
- Prepare Transportation Management Plan
- Prepare Draft Utility Plans
- Prepare Draft Drainage Plans
- Prepare Draft Specifications
- Prepare Draft PS&E Quantities and Estimates
- Structures Draft PS&E Incorporation

#### **TASK 3.240 – PREPARE DRAFT STRUCTURES PS&E**

- Overall Draft Structures PS&E
- Foundation Plan
- Preliminary Foundation Reports
- Foundation Reports
- Draft Structure Plans
- Draft Structures Special Provisions and Cost Estimate

#### **TASK 3.250 – PREPARE FINAL STRUCTURES PS&E PACKAGE**

- Final Structures Plan
- Final Structure Special Provisions and Cost Estimate

#### **TASK 3.255 – PREPARE FINAL COMBINED PS&E PACKAGE**

- Updated PS&E Package
- Final District PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Staking Package and Control
- Resident Engineer's Pending File

### **TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS**

- Project Submittal Ready to Process (PS&E)
- Draft Contract Ready
- READY TO LIST (RTL)

### **TASK 4.200 – UTILITY COORDINATION**

- Approved Utility Relocation Plan
- Utility Relocation Package
- Utility Relocation Management

### **TASK 4.220 – PERFORM RIGHT OF WAY ENGINEERING**

- Existing Land Net
- Land Net Map
- Right of Way Maps
- Acquisition Documents
- Documents to Convey Property Rights
- Field Located Right of Way